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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

CALI BUNN, individually and on behalf of  
all others similarly situated,

Plaintiff,  
v.  
NIKE, INC., an Oregon corporation,  
Defendant.

CASE NO. 20-cv-7403-YGR

**DECLARATION OF MICHAL RUBIN IN  
SUPPORT OF PLAINTIFF'S UNOPPOSED  
MOTION TO APPROVE CLASS ACTION  
SETTLEMENT FOR INJUNCTIVE  
RELIEF AND TO APPROVE  
ATTORNEYS' FEES, COSTS, AND A  
SERVICE AWARD TO PLAINTIFF**

DATE: April 20, 2021  
TIME: 2:00 p.m.  
DEPT: Courtroom 1 – 4th Floor

Judge: Hon. Yvonne Gonzalez Rogers

## DECLARATION OF MICHAEL RUBIN

I, Michael Rubin, declare as follows:

1. I am a partner in the San Francisco law firm of Altshuler Berzon LLP and am a member of the State Bar of California. I make this declaration in support of Plaintiff's Unopposed Motion to Approve Class Action Settlement for Injunctive Relief and to Approve Attorneys' Fees, Costs, and a Service Award to Plaintiff. I have personal knowledge of the facts set forth below and could competently testify upon these matters if called upon to do so.

## **Background and Experience**

9        2. I graduated in 1977 from the Georgetown University Law Center, and joined  
10      Altshuler Berzon LLP (then known as Altshuler & Berzon) in November 1981 after having  
11      clerked for U.S. District Court Judge Charles B. Renfrew (N. D. Cal.), Ninth Circuit Chief  
12      Judge James R. Browning Jr., and Associate Justice William J. Brennan, Jr. For many years  
13      I have specialized in complex civil litigation, principally in the area of employment law, and  
14      in attorneys' fees litigation.

15        3. I am a seven-time recipient of a “California Lawyer of the Year” award by  
16 California Lawyer magazine and have been listed for many years in “The Best Lawyers in  
17 America” in the categories of labor and employment law and appellate law, and as a  
18 Northern California “Super Lawyer” in the areas of appellate practice, labor and  
19 employment, and class actions. For the past several years I have been named one of the “Top  
20 100 California Lawyers,” and one of the “Top 75 Labor and Employment Lawyers” by the  
21 Daily Journal. I am also an elected Fellow of the College of Labor and Employment  
22 Lawyers, and a former member of the Board of Directors of the AFL-CIO’s Lawyers’  
23 Coordinating Committee.

24       4. Among the cases involving issues of employment and discrimination law that I  
25 have argued in state and federal appellate courts during the past four years are: *Bayer v.*  
26 *Neiman Marcus Group, Inc.*, 861 F.3d 853 (9th Cir. 2017) (remedies available for violations  
27 of Section 503(b) of Americans with Disabilities Act: subsequent merits appeal argued  
28 October 2020); *Zoller v. GCA Advisors*, 9th Cir. 20-15595 (“knowing waiver” of judicial

1 forum requirement for statutory employment discrimination claims: argued January 2021);  
 2 *Berman v. Microchip Technology, Inc.*, 9th Cir. No. 19-17339 (construction of ERISA  
 3 severance plan: argued December 2020); *Canela v. Costco Wholesale Corp.*, 971 F.3d 845  
 4 (9th Cir. 2020) (removability of claims under California's Private Attorney General Act);  
 5 *Ridgeway v. Walmart Inc.*, 946 F.3d 1066 (9th Cir. 2020) (applicability of California  
 6 minimum wage law mandatory layover and rest break time); *Ibarra v. Wells Fargo Bank,*  
 7 N.A., 9th Cir. No. 18-55626 (calculation of California rest-break penalties under Labor Code  
 8 §226.7(c)); *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019) (remedies available under  
 9 Labor Code §558); *Salazar v. McDonald's Corp.*, 939 F.3d 1051 (9th Cir. 2019) (joint  
 10 employer liability standards); *Blair v. Rent-A-Center, Inc.*, 928 F.3d 819 (9th Cir. 2019)  
 11 (enforceability of arbitration clause prohibiting classwide public injunctive relief); *Dynamex*  
 12 *Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018) (standards for determining  
 13 classification of workers as employees or independent contractors); *Laffitte v. Robert Half*  
 14 *Int'l Inc.*, 1 Cal.5th 480 (2016) (standards for awarding public interest attorneys' fees under  
 15 California law); and *Kilby v. CVS Pharmacy, Inc.*, 63 Cal.4th 1 (2016) (construction of  
 16 California's suitable seating law). I have also been lead or co-lead counsel in dozens of  
 17 employment, class action, consumer, attorneys' fees, and environmental cases in state and  
 18 federal trial and appellate courts throughout the country during my nearly 40 years of  
 19 practice.

20       5. My colleague Eve Cervantez is a partner at Altshuler Berzon LLP. Ms. Cervantez  
 21 is a 1992 *magna cum laude* graduate of Harvard Law School, where she served as an editor  
 22 of the Harvard Law Review. Ms. Cervantez received her Bachelor of Arts with honors in  
 23 1985 from Washington University in St. Louis, Missouri, where she was a member of Phi  
 24 Beta Kappa. She clerked for the Honorable Charles A. Legge, United States District Judge,  
 25 Northern District of California. Ms. Cervantez has been named a Northern California "Super  
 26 Lawyer" in the area of plaintiff-side employment litigation every year since 2010 and was  
 27 recently named one of the top 50 women litigators in Northern California. She was named a  
 28 2018 "California Attorney of the Year" in the area of consumer privacy for her work as

1 court-appointed co-lead counsel for the plaintiff class in multi-district litigation, *In re*  
 2 *Anthem, Inc. Data Breach Litigation*, No. 15-MD-02617-LHK (N.D. Cal) (\$115 million  
 3 settlement of data breach case). Ms. Cervantez is a member of the Board and chairs the  
 4 Litigation Committee for Equal Rights Advocates. She is also on the Senior Editorial Board  
 5 for the ABA treatise *Fair Labor Standards Act*.

6       6. Ms. Cervantez has focused on disability and civil rights litigation since the  
 7 beginning of her career and has litigated numerous class action disability rights and  
 8 employment class action lawsuits, as a partner at Altshuler Berzon and previously as a  
 9 partner at Lieff, Cabraser, Heimann & Bernstein, LLP and a staff attorney at the Prison Law  
 10 Office. Notable disability rights victories include *Pennsylvania Dept. of Corrections v.*  
 11 *Yeskey*, 524 U.S. 206 (1998) (applicability of Americans with Disabilities Act to prisoners);  
 12 *Armstrong v. Wilson*, 124 F.3d 1019 (9th Cir. 1997) (class action on behalf of prisoners with  
 13 disabilities); *M.R. v. Dreyfus*, 697 F.3d 706 (9th Cir. 2012) (preliminary injunction for  
 14 individuals with disabilities deprived of in-home care); *Oster v. Lightbourne*, No. 09-cv-  
 15 04668-CW, 2012 WL 691833 (N.D. Cal. Mar. 2, 2012) (court-ordered injunctive relief in  
 16 certified class action involving Medicaid beneficiaries). Other representative discrimination  
 17 cases in which Ms. Cervantez has served as class counsel or plaintiffs' counsel include  
 18 *Curtis-Bauer v. Morgan Stanley & Co., Inc.* (N.D. Cal. Case No. C 06-3903 TEH)  
 19 (settlement including comprehensive injunctive relief and \$16 million monetary relief in race  
 20 discrimination class action); *Gonzalez v. Abercrombie & Fitch Stores, Inc.* (N.D. Cal. Case  
 21 No. 03-2817-SI) (settlement of \$40 million plus injunctive relief in case alleging race and  
 22 gender discrimination); *Frank v. United Airlines* (N.D. Cal. Case No. C92 0692 MJJ) (\$36.5  
 23 million gender discrimination settlement); *Holloway v. Best Buy* (N.D. Cal. Case No. 05-cv-  
 24 05056-PJH) (settlement for comprehensive injunctive relief in race and gender discrimination  
 25 class action); *Satchell v. Federal Express Corp.* (N.D. Cal. Case Nos. C03-2659 SI, C 03-  
 26 2878-SI) (settlement of \$55 million, plus comprehensive injunctive relief, of race and  
 27 national origin discrimination claims).

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## Attorneys' Fees

7. Altshuler Berzon LLP frequently represents parties litigating court-awarded fee issues in state and federal courts. In addition to having extensive experience guest-lecturing and presenting talks on a broad range of employment and civil rights issues, I have been a panelist or principal speaker addressing attorneys' fee issues at many continuing education panels, including those sponsored by bar associations and other public entities, have testified about fees issues in court, and have been called upon as an expert in state and federal fees litigation to state my opinion as to the appropriateness of fees and/or hourly rates requested by counsel in cases under state and federal fee-shifting statutes.

8. During my representation of my clients and other counsel in attorneys' fees litigation in state and federal court, I have had considerable opportunity to familiarize myself with the hourly rates charged by attorneys with varying degrees of experience. In my fees practice, I have reviewed the hourly rates of dozens of law firms in California and elsewhere. I am also familiar with the hourly rates awarded by state and federal courts in the cases in which my law firm has acted as fees counsel during the past four decades, as well as the rates awarded in many other fees cases by state and federal courts in California and throughout the country. I have also reviewed many published surveys of attorneys' billing rates.

9. Through January 17, 2021, Altshuler Berzon LLP's lodestar fees for this matter are \$70,872.50, based on 47.10 hours of my time and 16.30 hours of Ms. Cervantez's time at our current commercial rates of \$1,150 and \$1,025 respectively. That lodestar will increase in the future to account for the time we anticipate spending on the settlement approval process and on communications with plaintiff and class members and on monitoring Nike's implementation of the settlement, if approved by the Court.

10. Altshuler Berzon LLP's regular and customary practice is to require its billers to keep contemporaneous time records, maintained on a daily basis, and describing tasks performed in 0.1 hour increments. Ms. Cervantez and I followed that practice throughout this litigation. During the time period covered by this case, beginning on July 20, 2020, my law firm used ProLaw to record our billable time. At or near the time the work was performed,

1 the hours were input into ProLaw, which recorded and stored the time as individual  
 2 electronic entries, along with detailed descriptions of the tasks performed. Shortly after the  
 3 end of each month, Ms. Cervantez and I electronically released our time entries to the  
 4 accounting department. The accounting department electronically imported all time entries  
 5 for that month into the accounting system.

6       11. Since the end of the July 2020 billing cycle, I have carefully reviewed all the time  
 7 logs for this matter on a monthly basis and deleted time that I thought was duplicative or  
 8 inefficient. While Ms. Cervantez and I always exercise billing judgment when recording our  
 9 time at the end of the month, we also exercised billing judgment before recording our time,  
 10 because it is our practice not to enter time that we believe might be duplicative, and to reduce  
 11 time for work that may have been inefficient.

12       12. Attached as Exhibit A is a spreadsheet containing a true and correct description  
 13 of our contemporaneous computerized time records in this matter, maintained by my law  
 14 firm through January 17, 2021.

15       13. Altshuler Berzon is also requesting reimbursement for \$19.60 in expenses in this  
 16 litigation (\$15.60 for copying and \$4.00 for travel). Although our actual expenses were  
 17 considerably greater (in particular for computerized legal research and copying), Ms.  
 18 Cervantez and I have not maintained complete cost logs since we started working remotely in  
 19 March 2020.

20       14. Altshuler Berzon LLP's commercial rates are the hourly rates that Altshuler  
 21 Berzon bills to its full-rate clients who are billed, and pay, for legal services on a monthly  
 22 basis (including in several of the cases cited in ¶4 above, among others). Altshuler Berzon's  
 23 commercial hourly rates (or their historical equivalents) have also been repeatedly approved  
 24 by numerous courts, including most recently in *Nix v. Major League Baseball*, N.D. Cal. No.  
 25 3:20-cv-00546-WHA, *Ridgeway v. Walmart Inc.*, N.D. Cal. No. 3:08-cv-05221-SI, *Blair v.*  
 26 *Rent-A-Center, Inc.*, N.D. Cal. No. 3:17-cv-02335-WHA, *Bare v. Club Demonstration*  
 27 *Services, Inc.*, Sacramento County Superior Court No. 34-2017-00221115, *Smiles v.*  
 28 *Walgreen Co.*, Alameda County Superior Court No. RG17862495, and *Henderson v.*

1 *JPMorgan Chase Bank, C.D. Cal. No. 2:11-CV-03428 PSG (PLAx).*

2 I declare under penalty of perjury that the foregoing is true and correct.

3 Executed this 18th day of January 2021, at Berkeley, California.

4 \_\_\_\_\_/s/Michael Rubin

5 Michael Rubin

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## EXHIBIT A

Bunn v. Nike, Fees thru 01/26/21

Attorney	Hours	Rate	Fees
Rubin, M.	47.10	1,150.00	\$54,165.00
<i>Rubin, M.</i>	<i>0.60</i>	<i>0.00</i>	<i>\$0.00</i>
Cervantez, E.	16.30	1,025.00	\$16,707.50
	<u>64.00</u>		<u>\$70,872.50</u>

Bunn v. Nike, Costs thru 01/26/21

Copies/Printing	\$15.60
Travel	\$4.00
	<u>\$19.60</u>

Matter	Date	Attorney	Hours	Description	Ref.
1526.001	07/20/20	EC	0.20	Review and analyze new potential case for hearing impaired patron at Nike	1
1526.001	07/20/20	EC	0.30	Review and analyze draft complaint;	2
1526.001	07/21/20	MR	2.00	Review complaint; e-mails re: same with Jim Clapp, Eve Cervantez; telephone conference with Jim Clapp re: legal theories, strategies; memo to partners re: issues and strategies	3
1526.001	07/22/20	MR	0.20	E-mails with co-counsel	4
1526.001	07/22/20	EC	0.20	Strategy emails;	5
1526.001	07/25/20	EC	0.30	Exchange strategy email;	6
1526.001	07/26/20	MR	0.30	E-mails re: TRO, demand letter with Eve Cervantez, Jim Clapp	7
1526.001	07/26/20	EC	0.20	Exchange email re: venue;	8
1526.001	07/27/20	MR	0.80	E-mails re: filing strategy, timing, investigation with Jim Clapp, Eve Cervantez; strategy conferences with co-counsel; edit draft complain	9
1526.001	07/27/20	EC	0.30	Exchange strategy emails re: venue, preliminary injunction;	10
1526.001	07/28/20	MR	2.70	Edit complaint; e-mails re: same with Eve Cervantez, Jim Clapp	11
1526.001	07/28/20	EC	0.80	Revise complaint and press release; exchange email re: same;	12
1526.001	07/29/20	MR	0.50	E-mails re: complaint, plaintiff's status, demand letter, fact investigation	13
1526.001	07/29/20	EC	1.70	Travel to and inspect San Francisco store and exchange email re: same;	14
1526.001	07/29/20	EC	0.80	Revise complaint;	15
1526.001	07/30/20	MR	0.80	Review final version of complaint; press materials, communication from disability rights group	16
1526.001	07/31/20	MR	1.20	Review docket, notice to plaintiffs; e-mails to co-counsel re: judicial assignment; edit demand letter; e-mails re: same	17
1526.001	07/31/20	EC	0.30	Review demand letter and news articles;	18
1526.001	08/06/20	MR	0.70	Telephone conferences with Jim Clapp, defense counsel Austin Schwing, Eve Cervantez re: status of case, service, possible resolution, etc	19
1526.001	08/06/20	EC	0.10	Research re opposing counsel;	20
1526.001	08/06/20	EC	0.10	Telephone conference with Michael Rubin re: opposing counsel;	21
1526.001	08/17/20	MR	0.10	E-mail from defense counsel	22
1526.001	08/18/20	MR	0.50	Review letter from Gibson Dunn, e-mails with co-counsel re: same	23
1526.001	08/20/20	MR	0.80	Review Nike letter; research same; telephone conference with Jim Clapp; voice mail for Nike course	24
1526.001	08/24/20	MR	1.20	E-mails with defense counsel; prepare for and conduct settlement call with defense counsel; conference call with Jim Clapp, Eve Cervantez re: same	25
1526.001	08/24/20	EC	0.30	Telephone conference with Michael Rubin and Jim Clapp re: next steps	26
1526.001	08/27/20	EC	0.10	Follow up on disability rights group lawyers	27
1526.001	08/31/20	MR	0.10	E-mails with Nike, co-counsel re: settlement discussions, service of complaint	28
1526.001	09/01/20	EC	0.50	Exchange email with disability rights group re: experts and follow up on same	29
1526.001	09/02/20	MR	0.20	E-mails re: outreach to disability rights groups	30
1526.001	09/10/20	MR	0.10	E-mails with Nike's counsel	31
1526.001	09/15/20	MR	0.50	Telephone conference with Austin Schwing; research re: same; e-mails with co-counsel re: same	32
1526.001	09/16/20	MR	0.30	Prepare for and conduct conference call with co-counsel re: settlement offer	33
1526.001	09/16/20	EC	0.20	Telephone conference with Michael Rubin and James Clapp;	34
1526.001	09/17/20	MR	0.90	Review Jim Clapp memo re: ADA reasonable accommodation provisions; e-mails re: same; e-mails re: settlement strategies	35
1526.001	09/17/20	EC	0.60	Analyze potential settlement and exchange email re: same;	36
1526.001	09/22/20	MR	0.50	E-mail to defense counsel; settlement conference with defense counsel; e-mails re: settlement, service with co-counsel	37
1526.001	09/28/20	EC	0.10	Exchange email re: settlement;	38
1526.001	09/29/20	MR	0.20	Review court filing re: proof of service, order re: complex case non-designator	39
1526.001	09/30/20	MR	0.40	E-mails with co-counsel, defense counsel	40
1526.001	10/01/20	MR	0.70	Prepare for and conduct settlement conference with Nike; e-mails re: same	41
1526.001	10/07/20	MR	0.10	E-mails with Austin Schwing re: settlement	42
1526.001	10/15/20	MR	0.30	E-mails re: settlement with Nike, co-counsel	43
1526.001	10/16/20	MR	0.20	E-mails with Austin Schwing; review proposed stipulation; prepare for and conduct settlement conference	44
1526.001	10/22/20	MR	0.40	Review notice of removal; review district court orders re: ADA and case management conference	45
1526.001	10/22/20	EC	0.30	Review court order re: ADA rules; exchange email re: same;	46
1526.001	10/23/20	MR	0.80	E-mails with defense counsel, co-counsel, re: removal, request for extension, settlement; review court orders, e-mails re: same and re: scheduling; review stipulation	47
1526.001	10/23/20	EC	0.20	Exchange email re: stipulation and dates;	48
1526.001	10/30/20	MR	0.10	E-mails with defense counsel	49
1526.001	11/02/20	MR	0.30	Research WSJ article; e-mails with defense counsel	50
1526.001	11/03/20	EC	0.30	Exchange email re: settlement;	51
1526.001	11/03/20	MR	1.00	E-mails with defense counsel; prepare for and conduct settlement conference; e-mails with co-counsel	52
1526.001	11/05/20	MR	0.20	Review notice of reassignment; e-mails re: same	53
1526.001	11/06/20	EC	0.20	Exchange email re: attorneys fees; calculate same;	54
1526.001	11/06/20	MR	0.30	Prepare settlement demand; e-mails re: same	55

1526.001	11/09/20	MR	0.20	E-mails re: developments	56
1526.001	11/11/20	EC	0.30	Double check rules and revise proposed stipulation re: extension of time accordingly	57
1526.001	11/11/20	MR	0.50	Review e-mail and proposed stipulation from Austin Schwing; e-mails with co-counsel, Austin Schwing re: same; edit proposed stipulation	58
1526.001	11/12/20	EC	0.10	Exchange email re: fees	59
1526.001	11/13/20	MR	0.80	E-mails with co-counsel re: Nike's requests for information; settlement e-mails with Nike; review Nike's Answer	60
1526.001	11/16/20	MR	0.30	E-mails re: mask studies	61
1526.001	11/17/20	EC	0.20	Exchange internal email re: masks, state court calendar, recent intakes	62
1526.001	11/17/20	MR	0.90	Review stipulation; evaluate sample mask; create video for co-counsel re: same	63
1526.001	11/18/20	MR	0.10	E-mails with Jim Clapp re: model mask from Nike	64
1526.001	11/19/20	MR	0.30	E-mails re: settlement terms with Austin Schwing, Eve Cervantez, Jim Clapp; voice mail for Jim Clapp;	65
1526.001	11/23/20	MR	0.20	E-mails re: settlement with Jim Clapp, Austin Schwing;	66
1526.001	11/24/20	MR	0.70	E-mails and telephone conference with Austin Schwing, Jim Clapp re: settlement issues, masks, fees;	67
1526.001	12/02/20	MR	0.20	E-mails with Jim Clapp, Austin Schwing re: status of settlement documents	68
1526.001	12/07/20	MR	0.20	E-mails re: status with Jim Clapp, Austin Schwing	69
1526.001	12/08/20	MR	0.20	E-mails re: next steps with co-counsel; e-mail with Nike	70
1526.001	12/09/20	MR	0.10	E-mails re: timing of settlement	71
1526.001	12/11/20	MR	0.20	E-mails with Nike's counsel	72
1526.001	12/14/20	MR	1.50	E-mails with Austin Schwing re: settlement draft; e-mails with co-counsel re: same; review draft; e-mail comments to co-counsel	73
1526.001	12/14/20	EC	1.00	Review proposed settlement agreement; exchange emails re: same;	74
1526.001	12/15/20	MR	5.90	Review Jim Clapp, Eve Cervantez comments on draft settlement; prepare for and conduct settlement conference with Austin Schwing; e-mails with co-counsel re: negotiations; edit draft settlement agreement; e-mails re: same; review Jim Clapp edits and comments; further edits to settlement; e-mails re: same	75
1526.001	12/15/20	EC	0.70	Revise settlement agreement and exchange email re: same;	76
1526.001	12/16/20	MR	0.70	Review and incorporate additional edits and comments from co-counsel; e-mails with Nike counsel; review proposed signage; e-mails re: same	77
1526.001	12/16/20	EC	0.20	Review settlement agreement and exchange emails re: same;	78
1526.001	12/17/20	MR	0.50	Review new proposed signage, e-mails re: settlement draft from Jim Clapp; e-mails re: same with Austin Schwing	79
1526.001	12/17/20	EC	0.20	Exchange emails re: settlement;	80
1526.001	12/18/20	MR	3.80	Review new edits and comments from Nike; edit revised draft; e-mails with co-counsel re: same	81
1526.001	12/18/20	MR	0.60	(No Charge)	82
1526.001	12/18/20	MR	0.30	E-mails with Austin Schwing re: edits to signage, revised draft	83
1526.001	12/18/20	EC	1.00	Review and revise settlement agreement; exchange email re: same;	84
1526.001	12/21/20	EC	0.30	Review settlement and exchange email re: same;	85
1526.001	12/22/20	MR	0.60	Review new edits from Nike; e-mails with co-counsel re: same	86
1526.001	12/26/20	EC	0.10	Exchange email re: settlement;	87
1526.001	12/27/20	MR	1.10	Review Nike redline, e-mails with co-counsel; prepare counter; e-mails re: same	88
1526.001	12/29/20	EC	0.10	Exchange email with Michael Rubin re: settlement;	89
1526.001	12/30/20	MR	0.20	E-mails with Austin Schwing, James Clapp	90
1526.001	12/31/20	MR	1.40	Settlement negotiations with Nike; e-mails with Jim Clapp, Eve Cervantez re: same; further e-mails with defense counsel, co-counsel; review and edit revised draft	91
1526.001	12/31/20	EC	0.20	Review and edit settlement agreement;	92
1526.001	01/02/21	EC	2.20	Research and revise approval order and exchange email with co-counsel re: same and settlement	93
1526.001	01/02/21	MR	0.80	Review and edit draft final approval order; review new version of settlement agreement; e-mails with defense counsel, co-counsel re: same	94
1526.001	01/03/21	EC	0.20	Exchange email with co-counsel re: proposed approval order and approval motion	95
1526.001	01/03/21	MR	1.00	Review edits and comments to settlement agreement and exhibit 1 from co-counsel; edit settlement documents; e-mails re: same with Nike counsel, co-counsel; review Nike e-mail and edits to final order; further e-mails re: same	96
1526.001	01/04/21	EC	0.20	Review and revise settlement agreement and approval order;	97
1526.001	01/04/21	MR	0.70	Review e-mail and further edits from Nike; e-mails with co-counsel, defense counsel re: same	98
1526.001	01/05/21	MR	0.30	E-mails with Nike counsel re: final edits, execution of agreement; e-mails with co-counsel re: same	99
1526.001	01/06/21	MR	0.20	E-mails re: execution of agreement	100
1526.001	01/08/21	MR	0.20	E-mails re: final signature; e-mails with Nike	101
1526.001	01/11/21	EC	0.20	Exchange email with co-counsel re: fee motion;	102
1526.001	01/11/21	MR	0.40	Review Nike's CAFA notice; review and edit motion for approval, e-mails re: next steps	103
1526.001	01/12/21	EC	1.00	Research notice for Rule 23(b)(2) settlement class and revise approval motion and brief	104
1526.001	01/13/21	MR	1.20	Edit approval motion; e-mails re: edits	105
1526.001	01/17/21	MR	2.00	Review version of approval motion e-mailed to Nike; research and draft fees declaration; e-mails with co-counsel re: same	107